

RESOLUTION NO 2025-090

CITY OF LAKE CITY, FLORIDA

A RESOLUTION OF THE CITY OF LAKE CITY, FLORIDA ADOPTING THE EVALUATION AND TABULATION OF RESPONSES TO THAT CERTAIN REQUEST FOR PROPOSAL NUMBER 017-2025 FOR EMERGENCY DEBRIS MONITORING SERVICES; ACCEPTING THE BID FROM DEBRISTECH LLC, A MISSISSIPPI LIMITED LIABILITY COMPANY; APPROVING THE AGREEMENT WITH SAID VENDOR; MAKING CERTAIN FINDINGS OF FACT IN SUPPORT THEREOF; RECOGNIZING THE AUTHORITY OF THE MAYOR TO EXECUTE AND BIND THE CITY TO SAID AGREEMENT; DIRECTING THE MAYOR TO EXECUTE AND BIND THE CITY TO SAID AGREEMENT; REPEALING ALL PRIOR RESOLUTIONS IN CONFLICT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Section 2-178(d) of the Code of Ordinances of the City of Lake City (the “City”) requires the procurement of supplies and contractual services based on a competitive bid process; and

WHEREAS, in accordance with said provision of the City’s Code of Ordinances, the City solicited bids pursuant to Request for Proposal Number 017-2025 (the “RFP”) seeking a vendor–for emergency debris monitoring services (the “Services”); and

WHEREAS, DebrisTech, LLC, a Mississippi limited liability company (the “Vendor”) was the highest ranked bidder responding to the RFP; and

WHEREAS, the City desires to and does accept the Vendor’s bid as the highest ranked bidder; and

WHEREAS, pursuant to the RFP, the Vendor and the City desire to enter into that certain contract for Vendor to provide the Services by adopting the terms of the proposed contract with Vendor in the form of the Exhibit attached hereto (the “Agreement”); and

WHEREAS, acquiring a provider of the Services by engaging the Vendor pursuant to the Agreement is in the public interest and in the interests of the City; now therefore

BE IT RESOLVED by the City Council of the City of Lake City, Florida:

1. Accepting the Vendor’s bid pursuant to the evaluation and tabulation results arising from the RFP, and engaging the Vendor to provide the Services in the Agreement is in the public or community interest and for public welfare; and
2. In furtherance thereof, the Agreement in the form of the Exhibit attached hereto should be and is approved by the City Council of the City of Lake City; and
3. The Mayor of the City of Lake City is the officer of the City duly designated by the City’s Code of Ordinances to enforce such rules and regulations as are adopted by the City Council of the

City of Lake City; and

4. The Mayor of the City of Lake City is directed to execute on behalf of and bind the City to the terms of the Agreement; and
5. All prior resolutions of the City Council of the City of Lake City in conflict with this resolution are hereby repealed to the extent of such conflict; and
6. This resolution shall become effective and enforceable upon final adoption by the City Council of the City of Lake City.

APPROVED AND ADOPTED, by an affirmative vote of a majority of a quorum present of the City Council of the City of Lake City, Florida, at a regular meeting, this ____ day of July, 2025.

BY THE MAYOR OF THE CITY OF LAKE CITY,
FLORIDA

Noah E. Walker, Mayor

ATTEST, BY THE CLERK OF THE CITY COUNCIL
OF THE CITY OF LAKE CITY, FLORIDA:

Audrey E. Sikes, City Clerk

APPROVED AS TO FORM AND LEGALITY:

Clay Martin, City Attorney

SERVICES AGREEMENT

THIS SERVICES AGREEMENT ("Agreement") is made as of this ____ day of July, 2025 ("Effective Date"), by and between the City of Lake City, a Florida municipal corporation ("City"), and DebrisTech, LLC, a Mississippi limited liability company ("Contractor") (individually, each a "Party," and collectively, the "Parties").

WITNESSETH:

WHEREAS, the City requested proposals pursuant to RFP-017-2025 (the "Procurement Document") for emergency debris monitoring services; and

WHEREAS, based upon the City's assessment of Contractor's proposal, the City selected the Contractor to provide the Services defined herein; and

WHEREAS, Contractor represents it has the experience and expertise to perform the Services set forth in this Agreement.

NOW, THEREFORE, in consideration of the above recitals, the mutual covenants, agreements, terms and conditions herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, the Parties agree as follows:

1. Definitions.

- a. "Agreement" means this Agreement, including all Exhibits, which are expressly incorporated herein by reference, and any amendments thereto.
- b. "City Confidential Information" means any City information deemed confidential and/or exempt from Section 119.07, Florida Statutes, and Section 24(a), Article 1 of the Florida Constitution, or other applicable law, and any other information designated in writing by the City as City Confidential Information.
- c. "Contractor Confidential Information" means any Contractor information designated as confidential and/or exempt by Florida's public records law, including information constituting a trade secret pursuant to Chapter 688, Florida Statutes, and is designated in this Agreement or in writing as a trade secret by Contractor (unless otherwise determined to be a public record by applicable Florida law). Notwithstanding the foregoing, Contractor Confidential Information does not include information: (1) becoming public other than as a result of a disclosure by the City in breach of the Agreement; (2) becoming available to the City on a non-confidential basis from a source other than Contractor, which is not prohibited from disclosing such information by obligation to Contractor; (3) known by the City prior to its receipt from Contractor without any obligation or confidentiality with respect thereto; or (4) is developed by the City independently of any disclosures made by Contractor.
- d. "Contractor Personnel" means all employees of Contractor, and all employees of subcontractors of Contractor, including, but not limited to temporary and/or leased employees, who are providing the Services at any time during the project term.
- e. "Services" means the work, duties and obligations to be carried out and performed safely by Contractor under this Agreement, as described throughout this Agreement and as specifically described in Exhibit A ("Statement of Work") attached hereto and incorporated herein by

EXHIBIT-NOT FOR EXECUTION

reference. As used in this Agreement, Services shall include any component task, subtask, service, or function inherent, necessary, or a customary part of the Services, but not specifically described in this Agreement, and shall include the provision of all standard day-to-day administrative, overhead, and internal expenses, including costs of bonds and insurance as required herein, labor, materials, equipment, safety equipment, products, office supplies, consumables, tools, postage, computer hardware/software, telephone charges, copier usage, fax charges, travel, lodging, and per diem and all other costs required to perform Services except as otherwise specifically provided in this Agreement.

2. **Conditions Precedent.** This Agreement, and the Parties' rights and obligations herein, are contingent upon and subject to the Contractor securing and/or providing the performance security, if required in Section 3, and the insurance coverage(s) required in Section 13, within ten (10) days of the Effective Date. No Services shall be performed by the Contractor and the City shall not incur any obligations of any type until Contractor satisfies these conditions. Unless waived in writing by the City, in the event the Contractor fails to satisfy the conditions precedent within the time required herein, the Agreement shall be deemed not to have been entered into and shall be null and void.

3. **Services.**

- a. **Services.** The City retains Contractor, and Contractor agrees to provide the Services. All Services shall be performed to the satisfaction of the City, and shall be subject to the provisions and terms contained herein and the Exhibits attached hereto.
- b. **Services Requiring Prior Approval.** Contractor shall not commence work on any Services requiring prior written authorization in the Statement of Work without approval from the City's Executive Director of Utilities (presently, Steve Brown).
- c. **Additional Services.** From the Effective Date and for the duration of the project, the City may elect to have Contractor perform Services not specifically described in the Statement of Work attached hereto but are inextricably related to and inherently necessary for Contractor's complete provision of the Services ("Additional Services"), in which event Contractor shall perform such Additional Services for the compensation specified in the Statement of Work attached hereto. Contractor shall commence performing the applicable Additional Services promptly upon receipt of written approval as provided herein.
- d. **De-scoping of Services.** The City reserves the right, in its sole discretion, to de-scope Services upon written notification to the Contractor by the City. Upon issuance and receipt of the notification, the Contractor and the City shall enter into a written amendment reducing the appropriate Services Fee for the impacted Services by a sum equal to the amount associated with the de-scoped Services as defined in the payment schedule in this Agreement, if applicable, or as determined by mutual written consent of both Parties based upon the scope of work performed prior to issuance of notification.
- e. **Independent Contractor Status and Compliance with the Immigration Reform and Control Act.** Contractor is and shall remain an independent contractor and is neither agent, employee, partner, nor joint-venturer of City. Contractor acknowledges it is responsible for complying with the provisions of the Immigration Reform and Control Act of 1986 located at 8 U.S.C. 1324, et

seq, and regulations relating thereto, as either may be amended from time to time. Failure to comply with the above provisions shall be considered a material breach of the Agreement.

- f. **Non-Exclusive Services.** This is a non-exclusive Agreement. During the term of this Agreement, and any extensions thereof, the City reserves the right to contract with another provider for similar services as it determines necessary in its sole discretion.
- g. **Project Monitoring.** During the term of the Agreement, Contractor shall cooperate with the City, either directly or through its representatives, in monitoring Contractor's progress and performance of this Agreement.

4. **Term of Agreement.**

- a. **Initial Term.** The term of this Agreement shall commence on the Effective Date and shall remain in full force and effect for three (3) years or until termination of the Agreement, whichever occurs first.
- b. **Term Extension.** The Parties may extend the term of this Agreement for two (2) additional one (1) year period(s) pursuant to the same terms, conditions, and pricing set forth in the Agreement by mutually executing an amendment to this Agreement, as provided herein.

5. **Compensation and Method of Payment.**

- a. **Services Fee.** As compensation for the Services, the City shall pay the Contractor at the rates provided in this Section 5 ("Services Fee"), pursuant to the terms and conditions as provided in this Agreement. In no event shall the amount payable under this Agreement exceed **\$1,000,000.00** (the "Cap"). If the Contractor performs services such that the amount payable under this Agreement reaches the Cap, this Agreement shall automatically terminate unless the parties agree to amend this Agreement to increase the amount of the Cap.
- b. **Payment Details.** The City agrees to pay the Contractor for Services completed and accepted as provided in Section 15 herein if applicable, payable at the hourly rates set out in Exhibit attached hereto, upon submittal of an invoice as required herein.
- c. **Travel Expenses.** The City shall reimburse the Contractor for the travel expenses incurred in accordance with Section 112.061, Florida Statutes, and/or City Travel Policy, and as approved in writing in advance by the City's Executive Director of Utilities.
- d. **Taxes.** Contractor acknowledges the City is not subject to any state or federal sales, use, transportation and certain excise taxes.
- e. **Payments.** Contractor shall submit invoices for payments due as provided herein and authorized reimbursable expenses incurred with such documentation as required by City. Invoices shall be submitted as provided in Exhibit D attached hereto.

For time and materials Services, all Contractor Personnel shall maintain logs of time worked, and each invoice shall state the date and number of hours worked for Services authorized to be billed on a time and materials basis. All payments shall be made in accordance with the requirements of Section 218.70 et seq., Florida Statutes, "The Local Government Prompt Payment Act." The

City may dispute any payments invoiced by Contractor in accordance with Section 218.76, Florida Statutes.

6. Personnel.

- a. **Qualified Personnel.** Contractor agrees each person performing Services in connection with this Agreement shall have the qualifications and shall fulfill the requirements set forth in this Agreement.
- b. **Approval and Replacement of Personnel.** The City shall have the right to approve all Contractor Personnel assigned to provide the Services, which approval shall not be unreasonably withheld. Prior to commencing the Services, the Contractor shall provide at least ten (10) days written notice of the names and qualifications of the Contractor Personnel assigned to perform Services pursuant to the Agreement. Thereafter, during the term of this Agreement, the Contractor shall promptly and as required by the City provide written notice of the names and qualifications of any additional Contractor Personnel assigned to perform Services. The City, on a reasonable basis, shall have the right to require the removal and replacement of any of the Contractor Personnel performing Services, at any time during the term of the Agreement. The City will notify Contractor in writing in the event the City requires such action. Contractor shall accomplish any such removal within forty-eight (48) hours after receipt of notice from the City and shall promptly replace such person with another person, acceptable to the City, with sufficient knowledge and expertise to perform the Services assigned to such individual in accordance with this Agreement. In situations where individual Contractor Personnel are prohibited by applicable law from providing Services, removal and replacement of such Contractor Personnel shall be immediate and not subject to such forty-eight (48) hour replacement timeframe and the provisions of Section 7.a.i shall apply if minimum required staffing is not maintained.

7. Termination.

- a. **Contractor Default -- Provisions and Remedies of City.**
 - i. **Events of Default.** Any of the following shall constitute a "Contractor Event of Default" hereunder: (1) Contractor fails to maintain the staffing necessary to perform the Services as required in the Agreement, fails to perform the Services as specified in the Agreement, or fails to complete the Services within the completion dates as specified in the Agreement; (2) Contractor breaches Section 9 (Confidential Information); (3) Contractor fails to gain acceptance of a deliverable per Section 15, if applicable, for two (2) consecutive iterations; or (4) Contractor fails to perform or observe any of the other material provisions of this Agreement.
 - ii. **Cure Provisions.** Upon the occurrence of a Contractor Event of Default as set out above, the City shall provide written notice of such Contractor Event of Default to Contractor ("Notice to Cure"), and Contractor shall have thirty (30) calendar days after the date of a Notice to Cure to correct, cure, and/or remedy the Contractor Event of Default described in the written notice.
 - iii. **Termination for Cause by the City.** In the event Contractor fails to cure a Contractor Event

of Default as authorized herein, or upon the occurrence of a Contractor Event of Default as specified in Section 7.a.i.(3), the City may terminate this Agreement in whole or in part, effective upon receipt by Contractor of written notice of termination pursuant to this provision, and may pursue such remedies at law or in equity as may be available to the City.

b. City Default -- Provisions and Remedies of Contractor.

- i. **Events of Default.** Any of the following shall constitute a "City Event of Default" hereunder: (1) the City fails to make timely undisputed payments as described in this Agreement; (2) the City breaches Section 9 (Confidential Information); or (3) the City fails to perform any of the other material provisions of this Agreement.
- ii. **Cure Provisions.** Upon the occurrence of a City Event of Default as set out above, Contractor shall provide written notice of such City Event of Default to the City ("Notice to Cure"), and the City shall have thirty (30) calendar days after the date of a Notice to Cure to correct, cure, and/or remedy the City Event of Default described in the written notice.
- iii. **Termination for Cause by Contractor.** In the event the City fails to cure a City Event of Default as authorized herein, Contractor may terminate this Agreement in whole or in part effective on receipt by the City of written notice of termination pursuant to this provision, and may pursue such remedies at law or in equity as may be available to the Contractor.

- c. **Termination for Convenience.** Notwithstanding any other provision herein, the City may terminate this Agreement, without cause, by giving thirty (30) days advance written notice to the Contractor of its election to terminate this Agreement pursuant to this provision.

8. **Time is of the Essence.** Time is of the essence with respect to all provisions of this Agreement specifying a time for performance, including the Services as described in Exhibits attached hereto; provided, however, the foregoing shall not be construed to limit a Party's cure period allowed in the Agreement.

9. Confidential Information and Public Records.

- a. **City Confidential Information.** Contractor shall not disclose to any third party any City Confidential Information Contractor, through its Contractor Personnel, has access to or has received from the City pursuant to its performance of Services pursuant to the Agreement, unless approved in writing by the City Contract Manager. All such City Confidential Information will be held in trust and confidence from the date of disclosure by the City, and discussions involving such City Confidential Information shall be limited to Contractor Personnel as is necessary to complete the Services.
- b. **Contractor Confidential Information.** All Contractor Confidential Information received by the City from Contractor will be held in trust and confidence from the date of disclosure by Contractor and discussions involving such Contractor Confidential Information shall be limited to the members of the City's staff and the City's subcontractors who require such information in the performance of this Agreement. The City acknowledges and agrees to respect the copyrights, registrations, trade secrets and other proprietary rights of Contractor in the Contractor Confidential Information during and after the term of the Agreement and shall at all

times maintain the confidentiality of the Contractor Confidential Information provided to the City, subject to federal law and the laws of the State of Florida related to public records disclosure. Contractor shall be solely responsible for taking any and all action it deems necessary to protect its Contractor Confidential Information except as provided herein. Contractor acknowledges the City is subject to public records legislation, including but not limited to Chapter 119, Florida Statutes, and the Florida Rules of Judicial Administration, and any of the City's obligations under this Section may be superseded by its obligations under any requirements of said laws.

- c. **Public Records.** Contractor shall generally comply with Florida's public records laws, and specifically Contractor shall:
- i. Keep and maintain public records required by the City to perform and/or provide the service or services contracted for herein.
 - ii. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
 - iii. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the term of this Agreement and following completion of this Agreement if Contractor does not transfer the records to the City.
 - iv. Upon completion of this Agreement, transfer, at no cost, to the City all public records in possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of this Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of this Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

If the Contractor has questions regarding the application of Chapter 119, Florida Statutes, to the Contractor's duty to provide public records relating to this contract, contact the City's Custodian of Public Records at:

**Audrey E. Sikes, City Clerk,
City of Lake City Custodian of Public Records
at 386-719-5756 or SikesA@lcfla.com**

**Mailing Address:
205 North Marion Avenue,
Lake City, Florida 32055.**

-
10. **Audit.** Contractor shall retain all records relating to this Agreement for a period of at least three (3) years after final payment is made. All records shall be kept in such a way as will permit their inspection pursuant to Chapter 119, Florida Statutes. In addition, City reserves the right to examine and/or audit such records.
11. **Compliance with Laws.** Contractor shall comply with all applicable federal, state, City and local laws, ordinances, rules and regulations in the performance of its obligations under this Agreement, including the procurement of permits and certificates where required, and including but not limited to laws related to Workers Compensation, Americans with Disabilities Act (ADA), Section 504 of the Rehabilitation Act of 1973, Minority Business Enterprise (MBE), occupational safety and health and the environment, equal employment opportunity, privacy of medical records and information, as applicable. Failure to comply with any of the above provisions shall be considered a material breach of the Agreement.
12. **Public Entities Crimes.** Contractor is directed to the Florida Public Entities Crime Act, Section 287.133, Florida Statutes, as well as Florida Statute 287.135 regarding Scrutinized Companies, and represents to City that Contractor is qualified to transact business with public entities in Florida, and to enter into and fully perform this Agreement subject to the provisions state therein. Failure to comply with any of the above provisions shall be considered a material breach of the Agreement.
13. **Liability and Insurance.**
- a. **Insurance.** Contractor shall comply with the insurance requirements set out in Exhibit B, attached hereto and incorporated herein by reference.
 - b. **Indemnification.** Contractor agrees to indemnify, pay the cost of defense, including attorney's fees, and hold harmless the City, its officers, employees and agents from all damages, suits, actions or claims, including reasonable attorney's fees incurred by the City, of any character brought on account of any injuries or damages received or sustained by any person, persons, or property, or in any way relating to or arising from the Agreement; or on account of any act or omission, neglect or misconduct of Contractor; or by, or on account of, any claim or amounts recovered under the Workers' Compensation Law or of any other laws, regulations, ordinance, order or decree; or arising from or by reason of any actual or claimed trademark, patent or copyright infringement or litigation based thereon; except only such injury or damage as shall have been occasioned by the sole negligence of the City.
 - c. **Liability.** Neither the City nor Contractor shall make any express or implied agreements, guaranties or representations, or incur any debt, in the name of or on behalf of the other Party. Neither the City nor Contractor shall be obligated by or have any liability under any agreements or representations made by the other not expressly authorized hereunder. The City shall have no liability or obligation for any damages to any person or property directly or indirectly arising out of the operation by Contractor of its business, whether caused by Contractor's negligence or willful action or failure to act.
 - d. **Contractor's Taxes.** The City will have no liability for any sales, service, value added, use, excise, gross receipts, property, workers' compensation, unemployment compensation, withholding or other taxes, whether levied upon Contractor or Contractor's assets, or upon the City in

connection with Services performed or business conducted by Contractor. Payment of all such taxes and liabilities shall be the responsibility of Contractor.

14. **City's Funding.** The Agreement is not a general obligation of the City. It is understood neither this Agreement nor any representation by any City employee or officer creates any obligation to appropriate or make monies available for the purpose of the Agreement beyond the fiscal year in which this Agreement is executed. No liability shall be incurred by the City, or any department, beyond the monies budgeted and available for this purpose. If funds are not appropriated by the City for any or all of this Agreement, the City shall not be obligated to pay any sums provided pursuant to this Agreement beyond the portion for which funds are appropriated. The City agrees to promptly notify Contractor in writing of such failure of appropriation, and upon receipt of such notice, this Agreement, and all rights and obligations contained herein, shall terminate without liability or penalty to the City.
15. **Acceptance of Services.** For all Services deliverables requiring City acceptance as provided in the Statement of Work, the City, through the City Commission or its designee, will have ten (10) calendar days to review the deliverable(s) after receipt or completion of same by Contractor, and either accept or reject the deliverable(s) by written notice to Contractor. If a deliverable is rejected, the written notice from the City will specify any required changes, deficiencies, and/or additions necessary. Contractor shall then have seven (7) calendar days to revise the deliverable(s) to resubmit and/or complete the deliverable(s) for review and approval by the City, who will then have seven (7) calendar days to review and approve, or reject the deliverable(s); provided however, Contractor shall not be responsible for any delays in the overall project schedule resulting from the City's failure to timely approve or reject deliverable(s) as provided herein. Upon final acceptance of the deliverable(s), the City will accept the deliverable(s) in writing.
16. **Subcontracting/Assignment.**
 - a. **Subcontracting.** Contractor is fully responsible for completion of the Services required by this Agreement and for completion of all subcontractor work, if authorized as provided herein. Contractor shall not subcontract any work under this Agreement to any subcontractor other than the subcontractors specified in the proposal and previously approved by the City, without the prior written consent of the City, which shall be determined by the City in its sole discretion.
 - b. **Assignment.** This Agreement, and all rights or obligations hereunder, shall not be assigned, transferred, or delegated in whole or in part, including by acquisition of assets, merger, consolidation, dissolution, operation of law, change in effective control of the Contractor, or any other assignment, transfer, or delegation of rights or obligations, without the prior written consent of the City, which consent shall not be unreasonably withheld. The Contractor shall provide written notice to the City within fifteen (15) calendar days of any action or occurrence assigning the Agreement or any rights or obligations hereunder as described in this section. In the event the City does not consent to the assignment, as determined in its sole discretion, the purported assignment in violation of this section shall be null and void, and the City may elect to terminate this Agreement by providing written notice of its election to terminate pursuant to this provision upon fifteen (15) days' notice to Contractor.

17. **Survival.** The following provisions shall survive the expiration or termination of the Term of this Agreement: 7, 9, 10, 13 20, 23, and any other which by their nature would survive termination.

18. **Notices.** All notices, authorizations, and requests in connection with this Agreement shall be deemed given on the day they are: (1) deposited in the U.S. mail, postage prepaid, certified or registered, return receipt requested; or (2) sent by air express courier (e.g., Federal Express, Airborne, etc.), charges prepaid, return receipt requested; or (3) sent via email and addressed as set forth below, which designated person(s) may be amended by either Party by giving written notice to the other Party:

To the Contractor: DebrisTech, LLC
Attn: Brooks Wallace
923 Goodyear Boulevard
Picayune, MS 39466

To the City: City of Lake City
Attn: City Manager
205 North Marion Avenue
Lake City, FL 32055

19. **Conflict of Interest.**

- a. The Contractor represents it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of the Services required hereunder, and no person having any such interest shall be employed by Contractor during the agreement term and any extensions.
- b. The Contractor shall promptly notify the City in writing of any business association, interest, or other circumstance which constitutes a conflict of interest as provided herein. If the Contractor is in doubt as to whether a prospective business association, interest, or other circumstance constitutes a conflict of interest, the Contractor may identify the prospective business association, interest or circumstance, the nature of work the Contractor may undertake and request an opinion as to whether the business association, interest or circumstance constitutes a conflict of interest if entered into by the Contractor. The City agrees to notify the Contractor of its opinion within (10) calendar days of receipt of notification by the Contractor, which shall be binding on the Contractor.

20. **Right to Ownership.** All work created, originated and/or prepared by Contractor in performing Services pursuant to the Agreement, including plans, reports, maps and testing, and other documentation or improvements related thereto, to the extent such work, products, documentation, materials or information are described in or required by the Services (collectively, the "Work Product") shall be City's property when completed and accepted, if acceptance is required in this Agreement, and the City has made payment of the sums due therefore. The ideas, concepts, know-how or techniques developed during the course of this Agreement by the Contractor or jointly by Contractor and the City may be used by the City without obligation of notice or accounting to the

Contractor. Any data, information or other materials furnished by the City for use by Contractor under this Agreement shall remain the sole property of the City.

21. **E-Verify.** As a condition precedent to entering into this Agreement, and in compliance with Section 448.095, Fla. Stat., Contractor and its subcontractors shall, register with and use the E-Verify system to verify work authorization status of all employees hired after January 1, 2021.
- a. Contractor shall require each of its subcontractors to provide Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Contractor shall maintain a copy of the subcontractor's affidavit as part of and pursuant to the records retention requirements of this Agreement.
 - b. The City, Contractor, or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), Fla. Stat. or the provisions of this section shall terminate the contract with the person or entity.
 - c. The City, upon good faith belief that a subcontractor knowingly violated the provisions of this section, but Contractor otherwise complied, shall promptly notify Contractor and Contractor shall immediately terminate the contract with the subcontractor.
 - d. A contract terminated under the provisions of this section is not a breach of contract and may not be considered such. Any contract termination under the provisions of this section may be challenged pursuant to Section 448.095(2)(d), Fla. Stat. Contractor acknowledges that upon termination of this Agreement by the City for a violation of this section by Contractor, Contractor may not be awarded a public contract for at least one (1) year. Contractor further acknowledges that Contractor is liable for any additional costs incurred by the City as a result of termination of any contract for a violation of this section.
 - e. Contractor or subcontractor shall insert in any subcontracts the clauses set forth in this section, including this subsection, requiring the subcontractors to include these clauses in any lower tier subcontracts. Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this section.
22. **Amendment.** This Agreement may be amended by mutual written agreement of the Parties hereto.
23. **Severability.** The terms and conditions of this Agreement shall be deemed to be severable. Consequently, if any clause, term, or condition hereof shall be held to be illegal or void, such determination shall not affect the validity or legality of the remaining terms and conditions, and notwithstanding any such determination, this Agreement shall continue in full force and effect unless the particular clause, term, or condition held to be illegal or void renders the balance of the Agreement impossible to perform.
24. **Copyright, Patent, and Trademark.** EXCEPT AS PROVIDED BELOW, ANY AND ALL PATENT RIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY RESERVED TO THE CITY; AND, ANY AND ALL COPYRIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY TRANSFERRED BY THE SUB-RECIPIENT TO THE CITY.

-
- a. All plans, specifications, computer files, and reports prepared or obtained under this Agreement, as well as all data collected, together with summaries and charts derived from them shall be the exclusive property of the City without restriction or limitation on their use and shall be made available, upon request, to the City at any time during the performance of such services and/or upon completion or termination of this Agreement.
 - b. The Contractor shall not copyright any material and products or patent any invention developed under this Agreement. Any and all patent rights and any and all copyright accruing under or in connection with the performance of this Agreement are hereby reserved to the City. If the Contractor brings to the performance of this Agreement a pre-existing patent or copyright, the Contractor shall retain all rights and entitlements to that pre-existing patent or copyright unless the Agreement provides otherwise.
 - c. If any discovery or invention arises or is developed in the course of or as a result of work or services performed under this Agreement, or in any way connected with this Agreement, the Contractor shall refer the discovery or invention to the City for a determination whether patent protection will be sought in the name of the City. Any and all patent rights accruing under or in connection with the performance of this Agreement are reserved to the City. If any books, manuals, films, or other copyrightable material are produced, the Contractor shall notify the City. Any and all copyrights accruing under or in connection with the performance under this Agreement are transferred by the Contractor to the City.
 - d. Within thirty days (30) of execution of this Agreement, the Contractor shall disclose all intellectual properties relevant to the performance of this Agreement which he or she knows or should know could give rise to a patent or copyright. The Contractor shall retain all rights and entitlements to any pre-existing intellectual property which is disclosed. Failure to disclose will indicate that no such property exists. The City shall then, under Subsection c, have the right to all patents and copyrights which occur during performance of the Agreement.
25. **Applicable Law and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida (without regard to principles of conflicts of laws). The Parties agree all actions or proceedings arising in connection with this Agreement shall be tried and litigated exclusively in the state or federal (if permitted by law and a Party elects to file an action in federal court) courts located in or for Columbia County, Florida. This choice of venue is intended by the Parties to be mandatory and not permissive in nature, and to preclude the possibility of litigation between the Parties with respect to, or arising out of, this Agreement in any jurisdiction other than the jurisdiction specified in this section. Each Party waives any right it may have to assert the doctrine of forum non conveniens or similar doctrine or to object to venue with respect to any proceeding brought in accordance with this section.
26. **Costs of Legal Actions and Attorneys' Fees.** Except as otherwise set forth in this Agreement, including in any exhibits or addenda hereto, in any legal action between the parties hereto arising from this Agreement, an award for costs of litigation, including, but not limited to court costs and reasonable attorney fees, shall be made against the non-prevailing party to the prevailing party in such legal action, and such award shall including those fees incurred as a result of an appeal.

27. **Waiver.** No waiver by either Party of any breach or violation of any covenant, term, condition, or provision of this Agreement or of the provisions of any ordinance or law, shall be construed to waive any other term, covenant, condition, provisions, ordinance or law, or of any subsequent breach or violation of the same.
28. **Due Authority.** Each Party to this Agreement represents and warrants: (1) it has the full right and authority and has obtained all necessary approvals to enter into this Agreement; (2) each person executing this Agreement on behalf of the Party is authorized to do so; (3) this Agreement constitutes a valid and legally binding obligation of the Party, enforceable in accordance with its terms.
29. **No Third Party Beneficiary.** The Parties hereto acknowledge and agree there are no third party beneficiaries to this Agreement. Persons or entities not a party to this Agreement may not claim any benefit from this Agreement or as third party beneficiaries hereto.
30. **Contract Terms Required by Federal Law.**

Any contract or subcontract funded by this Agreement must contain the applicable provisions described in Appendix II to 2 C.F.R. Part 200. It is the responsibility of the Contractor to include any of the required provisions in its sub-contracts.

- a. **Equal Employment Opportunity.** During the performance of this contract, the Contractor agrees as follows:
- i. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
 - ii. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
 - iii. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such

information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

- iv. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- v. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- vi. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- vii. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further City contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- viii. The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (i) through (viii) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

b. Davis-Bacon Act (if applicable).

- i. All transactions regarding this contract shall be done in compliance with the Davis- Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.

-
- ii. Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.
 - iii. Additionally, contractors are required to pay wages not less than once a week.
- c. **Copeland "Anti-Kickback" Act (if applicable).**
- i. **Contractor.** The Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
 - ii. **Subcontracts.** The Contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
 - iii. **Breach.** A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a Contractor and subcontractor as provided in 29 C.F.R. § 5.12.
- d. **Contract Work Hours and Safety Standards.** In accordance with 40 U.S.C. 3702 of the Act, the Contractor shall compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation.
- i. **Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
 - ii. **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in paragraph (i) of this section the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (i) of this section, in such amount is prescribed by federal law for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (i) of this section.

-
- iii. **Withholding for unpaid wages and liquidated damages.** The City shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (ii) of this section.
 - iv. **Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (i) through (iv) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (i) through (iv) of this section.
 - e. **Clean Air Act and the Federal Water Pollution Control Act.** Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387), and will report violations to FEMA and the Regional Office of the Environmental Protection Agency (EPA). The Contractor agrees to report each violation of these federal acts to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office. The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance provided by FEMA.
 - f. **Rights to Inventions Made Under a Contract or Agreement.** If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.
 - g. **Debarment and Suspension.**
 - i. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the Contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
 - ii. The Contractor and any subcontractors must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

- iii. This certification is a material representation of fact relied upon by the City. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the City, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
 - iv. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.
- h. **Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended).** Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.
- i. **APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING**
- Certification for Contracts, Grants, Loans, and Cooperative Agreements for an award of \$100,000 or more.
- The Contractor certifies, to the best of his or her knowledge and belief, that:
- 1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
 - 2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
 - 3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person

who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

- j. **Affirmation of Certifications and Disclosures.** The Contractor certifies or affirms the truthfulness and accuracy of all statements of certification and/or disclosure set forth herein, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Ch. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.
- k. **Required Contractual Provisions.** The Contractor's contracts must contain all or any applicable provisions described in 2 C.F.R. Ch. II, pt. 200, App. II (2022) (hereby incorporated by reference, as applicable). It is solely the responsibility of the Contractor to comply with and/or include in its subcontracts all applicable provisions, including but not limited to:
 - 1) Contractor shall also comply with the requirements of 2 C.F.R. § 200.216 (Prohibition on certain telecommunication and video surveillance services or equipment).
 - 2) Contractor shall also comply with the requirements of 2 C.F.R. §§ 200.321 (Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms).
 - 3) Contractor shall also comply with the requirements of 2 C.F.R. §§ 200.322 (Domestic Preferences for procurements).
 - 4) Contractor shall also comply with the requirements of 2 C.F.R. §§ 200.323 (Procurement of recovered materials).
 - 5) Contractor shall also comply with the requirements of 2 C.F.R. §§ 200.327 (Contract Provisions).
- l. **Access to Records.** The Contractor agrees to provide the City, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract. In compliance with section 1225 of the Disaster Recovery Reform Act of 2018, the City and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.
- m. **DHS Seal, Logo, and Flags.** The Contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA preapproval. The Contractor shall include this provision in any subcontracts.
- n. **Compliance with Federal Law, Regulations, And Executive Orders and Acknowledgement of Federal Funding.** This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The Contractor will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

- o. **No Obligation by Federal Government.** The federal government is not a party to this contract and is not subject to any obligations or liabilities to the non-federal entity, contractor, or any other party pertaining to any matter resulting from the contract.
 - p. **Solid Waste Disposal Act.** During the term of this Agreement and any extensions thereof, the Contractor shall at all times comply with all applicable provisions of The Solid Waste Disposal Act of 1965, as amended (42 USCA § 6901, et seq.). The Contractor shall further comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered material practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
 - q. **Energy Policy and Conservation Act.** During the term of this Agreement and any extensions thereof, the Contractor shall at all times comply with all applicable federal, state and local laws pertaining to energy efficiency, including but not limited to, the Energy Policy and Conservation
31. **Entire Agreement.** This Agreement constitutes the entire Agreement between the Parties and supersedes all prior negotiations, representations or agreements either oral or written. The execution of this Agreement is expressly limited by the Terms and Conditions herein. The City and the Contractor are not bound by additional provisions or provisions that differ from the terms hereof which differing provisions may appear in the Contractor's quotation/estimate/scope of work or any other such related documents, acknowledgement in force, or any other communication from Contractor to or from the City unless such provision is expressly set forth herein.

[REMAINDER OF PAGE INTENTIONALLY BLANK]
[SIGNATURE PAGE IMMEDIATELY FOLLOWS]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement the day and year first written.

DebrisTech, LLC, a Mississippi limited liability company BY THE MAYOR OF THE CITY OF LAKE CITY, FLORIDA

By EXHIBIT-NOT FOR EXECUTION, its _____

EXHIBIT-NOT FOR EXECUTION
Noah Walker, Mayor

ATTEST, BY THE CLERK OF THE CITY COUNCIL OF
THE CITY OF LAKE CITY, FLORIDA:

EXHIBIT-NOT FOR EXECUTION
Audrey Sikes, City Clerk

APPROVED AS TO FORM AND LEGALITY:

EXHIBIT-NOT FOR EXECUTION
Clay Martin, City Attorney

EXHIBIT A
STATEMENT OF WORK

4. Scope of Work

4.1. SPECIFICATIONS / SCOPE OF SERVICE

The City of Lake City, Florida (hereinafter referred to as "CITY") is requesting proposals from qualified contractors to enter into a pre-event contract for Emergency Debris Monitoring Services, meeting the Scope of Services of this Request for Proposal (RFP). This statement of work describes and defines the services required to perform monitoring and oversight services of other CITY-selected emergency debris management and removal contractors in a debris-generating event that requires the CITY to use an emergency debris management and removal contractor.

The contractor shall provide professional technical services, be responsible for performing all the requirements of this scope of services, and act as the CITY directs. Services shall include, but not be limited to, coordinating daily briefing for debris operations, work progress, staffing, debris estimating, schedule work with all debris staff and debris removal contractors on a daily basis, monitor debris removal contractor operations and ensuring they are in their assigned areas, identifying and correcting ineligible debris operations, ensuring debris removal contractor(s) are performing tasked operations within the scope of services, provide input for collecting strategies, tracking of capacity certifications, daily debris collection reporting, Geographical Information System (GIS) mapping, validate hazardous trees, including "hangers", "leaners", and stumps, ensure that hazardous wastes are not mixed in the non-hazardous debris loads, ensure that all debris is removed from trucks at the debris management sites, report improper use or mobilization of equipment, ensure that only specified debris is collected, monitor site development and restoration of the debris management sites, report debris removal work that does not comply with all local ordinances and state and federal regulations on a daily basis, coordinate all logistics and permitting required for routing when major transportation routes are impassable, provide insurance evaluation, documentation adjusting, and settlement service, ensure safety practices are in compliance with local, state, and federal guidelines, and report any violation of personnel safety standards that are not followed as soon as possible, comprehensive review, reconciliation, and validation of debris removal contractor(s) invoices prior to submission to the CITY, selection and permitting of Debris Management Sites (DMS) locations and any other permitting/regulatory issues as necessary, technical support and assistance in developing public information, and other services as needed and requested by the City. Additional services may include, but are not limited to, facilitating communication with the Federal Emergency Management Agency (FEMA), the Federal Highway Administration (FHWA), State of Florida, and other state and federal agencies; pre-event planning and post event review; reimbursement services; and coordination with state insurance representatives.

The CITY, at its sole discretion, may award one or more contracts based on the proposals received and the impact of natural disasters encountered. If more than one award is made, such award will be to the highest-ranked proposer, and then to the next highest-ranked proposer(s) based on availability of the proposers and the proposer's ability to satisfy the needs of the CITY at the time contacted.

EXHIBIT A
STATEMENT OF WORK

4.2. SERVICES TO BE PROVIDED BY THE CONTRACTOR

- A. The CONTRACTOR shall supply all labor, materials, equipment, permits, services, supplies and accessories to perform monitoring and oversight services of other CITY selected debris recovery contractors in the event of a debris generating event that requires the CITY to use a debris removal contractor.
- B. The CONTRACTOR shall provide assistance in preparation for disasters through participation in meetings, workshops, annual Emergency Operations Center Hurricane Exercise and the establishment of data management and other integrated systems, and to establish/review applicable policies and procedures.
- C. Provide CITY personnel with an eight (8) hour debris management training session. Training program must, at a minimum, meet the training requirement for debris monitors as outlined by FEMA Public Assistance (PA) Program and Policy Guide or current FEMA debris management guidance.
- D. Meet with CITY Solid Waste, Emergency Management, and Information Technology to provide guidance on minimum requirements of type and kind of hardware/software and storage needs (server space) when transferring electronic data from the Automated Debris Management System from CONTRACTOR to the CITY.
- E. Provide a list of key personnel and subcontractors that may be involved in the disaster debris monitoring activities to include facsimile, cell phone numbers, and e-mail addresses, on or before May 31 of each year.
- F. Survey and maintain list(s) of areas with special hazardous conditions, including but not limited to: hazardous stumps, hazardous trees, leaners and hangers, etc., as requested. Document with photos, GPS coordinates and other data as required.
- G. Provide photo documentation to support debris cleanup effort.
 - a. Photos shall be labeled and indexed so as to provide a trackable and usable means of supporting documentation.
 - b. Examples of required photos include, but are not limited to: loads Delivered to DMS(s), property damage, unusual situations, stumps, leaners and hangers, etc.
- H. The CONTRACTOR shall manage and operate all debris management sites, including the collection of environmental baseline data, per local, state, and federal requirements, from the designated emergency debris management sites prior to opening of these sites.
- I. The CONTRACTOR shall certify all trucks prior to allowing operation to ensure compliance with FEMA Public Assistance (PA) Program and Policy Guide and FHWA eligibility guidelines. The CONTRACTOR shall accurately measure and certify the capacities of all debris contractor trucks that are added into service and recertify same on a regular basis.

EXHIBIT A
STATEMENT OF WORK

- J. The CONTRACTOR shall ensure debris contractor's trucks are accurately credited for their loads and trucks are not artificially loaded in accordance with FEMA Public Assistance (PA) Program and Policy Guide.
- K. The CONTRACTOR shall ensure FEMA Ineligible Debris remains separate from FEMA Eligible Debris from cradle to grave to include, but not limited to: removal, hauling, sorting, reduction and final disposal. The CONTRACTOR shall ensure invoices for FEMA Ineligible Debris remain completely separate from FEMA Eligible Debris and mark all FEMA Ineligible Debris invoice with FEMA INELIGIBLE on front top of each invoice. The CONTRACTOR shall indicate FEMA INELIGIBLE in the Automated Debris Management System for all FEMA Ineligible Debris and indicate FEMA INELIGIBLE on front top of each paper load ticket for all FEMA Ineligible Debris. The CONTRACTOR shall keep separate FEMA Eligible Load Tickets from FEMA Ineligible Load Tickets. The unit price for use of the Automated Debris Management System (ADMS) shall be included in the unit price per monitor. There will be no separate billing for use of the ADMS.
- L. The CITY may elect to remove debris from private property even when FEMA reimbursement is deemed ineligible. Only the CITY, or CONTRACTOR, shall direct the debris removal contractor(s) to remove debris from private property.
- M. The CITY, CONTRACTOR and debris removal contractor(s) shall wait for receipt of letter from FEMA acknowledging approval for private property debris removal when the City seeks FEMA reimbursement.
- N. The CITY, or CONTRACTOR, shall obtain a signed ROE (Right of Entry) agreement from property owner(s) prior to entry by the CITY, CONTRACTOR, or debris removal contractor(s).
- O. CONTRACTOR shall monitor site restoration of DMS(s) to original conditions. Coordinate with CITY representative(s) to ensure all debris, mulch, etc. is removed adequately; fill dirt and/or other base material (if required) meets standards for intended use; new sod or seeding meets standards for intended use and address other issues as needed.
- P. The CONTRACTOR shall, at no cost to the CITY, assist in an appeal process due to errors generated by the CONTRACTOR.

4.3. Automated Debris Management System

The CONTRACTOR shall use an ADMS (Automated Debris Management System) and system features must include at a minimum:

- A. Paperless electronic data collection handheld device.
- B. Secure database with read-only access of all the data elements for the CITY, CITY selected debris removal contractors, and state using web-based technology.

EXHIBIT A
STATEMENT OF WORK

- C. Minimal manual entry of traditional debris paper load ticket data fields.
- D. Automation of debris pickup location through use of GPS/GIS technologies.
- E. Provide real-time and same day transmission of ticket data by project, contractor, subcontractor, and independent haulers.
- F. Evaluation of daily event status using web-based reporting and GIS tools.
- G. Coordination of debris contractor invoices, FEMA and FHWA documentation and applicant payment process enabled through an integrated database management system.
- H. Record all projects assets including, but not limited to, project personnel and equipment. These records shall include the project name, the subcontractor, contact information, and photo identification as well as any other information deemed necessary for the execution of the project and its reporting requirements. Truck certification data will include detailed dimensions, capacity and weights of hauling units.
- I. Collected information must be transferrable to a central database and made available to DMS site locations in real-time or a daily batch update.
- J. Be fully consistent with the documentation requirements prescribed in the FEMA Public Assistance (PA) Program and Policy Guide.
- K. Loading site/origin information shall be performed by collection/roving monitors without any handwritten information and shall be electronically generated. The system must be capable of capturing the following data elements:
 - 1. Unique Load Ticket Number
 - 2. CITY/Applicant
 - 3. Task/Project Code, if applicable
 - 4. Truck Number
 - 5. Volume Capacity
 - 6. Material type
 - 7. % Full and/or Actual Cubic Yards or Weight
 - 8. Load Date/Time
 - 9. Collection Monitor ID Number
 - 10. DMS Site Monitor ID Number
 - 11. Unloading Date/Time
 - 12. Unloading Inspector/ QA Monitor

EXHIBIT A
STATEMENT OF WORK

13. DMS Name/Identifier

14. Load Location Address or Latitude/Longitude

15. Additional Notes, if applicable

System will provide electronic collection of data elements generated by collection monitors above. System shall provide verification of truck certification data and be capable of providing photo documentation of each hauling unit. The ADMS shall be capable of producing an electronically generated printed ticket at the Debris Management Site and require minimal hand-written ticket elements.

System shall be required to transmit data at timed intervals by operator to central database via secure Internet connection (SSL, Secure FTP, etc.) and post the above records, at minimum, every hour if cellular service is available. In the event cellular service is unavailable the system will be required to post records at end of day before processing of next day's loads.

System shall be capable of recording leaners, hangers, and stumps with GPS locations. The system shall be capable of capturing the stump diameter in addition to recording the same elements recorded by cubic yard load collection monitor. Also, each handheld unit must be capable of capturing a picture ID of the leaners, hangers, or stumps and associating that picture with each measured leaners, hanger, or stump. The DMS site must be capable of recording the stump ticket recording similar data elements and differentiating those loads from normal cubic yard tickets. The system must be capable of converting stump CY quantities based on the published FEMA conversion table. The system must be capable of tagging each leaner to assist with the validation process. The system must be capable of tagging every tree with hanger cuts and associate the quantity and diameter of each hanger to associated tree to assist with the validation process.

4.4. Paper Load Tickets

The CONTRACTOR shall only use paper load tickets as a supplement to the ADMS by written approval from the CITY, or Authorized Representative. Paper load tickets shall consist of multi-copy pages. All tickets shall be retained including tickets needing VOID. The CONTRACTOR shall retain original completed tickets on behalf of the CITY and copies provided to the debris removal contractor, vehicle driver, etc., as appropriate. Tickets shall be filed in ticket number order and scanned. Scanned tickets shall be cataloged by ticket number order, easily retrievable, printable and cataloged/indexed with accompanying photos. Original tickets retained by the CONTRACTOR on behalf of the CITY shall be cataloged / indexed with any accompanying photos. The hardcopy and electronic versions of the tickets shall be turned over to the CITY upon completion of the project. Paper load tickets will include the following minimum information:

1. Date
2. Loading Site Departure Time
3. Disposal Site Arrival Time
4. Complete street address of closest property
5. Type of debris

EXHIBIT A
STATEMENT OF WORK

6. Vehicle certification number
7. Vehicle measured cubic yard capacity
8. Percent of volume (PV)
9. Driver name (printed)
10. Field monitor's name (printed) and signature
11. Name of subcontractor
12. DMS monitor's name (printed) and signature

4.5. Personnel Requirement and Responsibilities

- A. The CONTRACTOR'S representative shall be physically present at the CITY'S Emergency Operations Center within twelve (12) hours after notification of need. The CONTRACTOR'S representative shall be experienced having performed similar type and kind of debris monitoring and oversight services.
- B. The CONTRACTOR's representative shall deploy monitoring staff to the affected area within twenty-four (24) hours of notification, with subsequent deployments every twenty-four (24) hours, as required by the magnitude of the event and upon start of the Services, the CONTRACTOR shall recruit, employ, and train as many local personnel as possible.
- C. The CONTRACTOR shall, at a minimum, provide an adequate number of professionals and qualified personnel to monitor up to approximately 10 debris-loading sites and 1 to 4 debris management sites within 48 hours after notification from the CITY. The CONTRACTOR shall increase its staffing from this point depending on the severity of the debris generating event and in coordination with the CITY, or Authorized Representative.
- D. All CONTRACTOR personnel shall be prepared to operate minimum of 12 to 14 hour days, 7 days per week.
- E. CONTRACTOR shall provide or ensure all its personnel have appropriate personal protective equipment to include, but not be limited to, eye protection, hearing protection, safety shoes, safety vests, hard hats, and wet and cold weather clothing, to comply with all federal, state and local requirements.
- F. CONTRACTOR shall provide or ensure all its personnel have the means to communicate (cell phone, satellite phones, radio, etc.) with their direct supervisor or CITY, or Authorized Representative.
- G. All CONTRACTOR personnel shall be a minimum of 18 years of age and have a valid driver's license issued in the United States. All CONTRACTOR personnel shall have experience in at least one of the following:
 1. Debris Management
 2. FEMA Debris Management (Certificate)
 3. Entry level engineer

EXHIBIT A
STATEMENT OF WORK

4. Solid waste site operations
 5. Construction inspector
 6. Construction experience
 7. Land clearing operations
 8. Entry level surveyor
 9. Solid waste collections
 10. Fire Inspector
 11. Firefighter/EMT
 12. Arborist
 13. Forester
 14. Grant Management
 15. Emergency Management
 16. Property Control
 17. Law Enforcement
 18. Security
- H. All CONTRACTOR personnel shall attend a ½ day debris monitor training session to be conducted at a location specified by the CONTRACTOR Project Manager before the start of the first shift. Training session instructor(s) shall have a minimum of three years debris management experience. Training will be the responsibility of the CONTRACTOR and must be approved by the CITY or Authorized Representative. Training shall include, but not limited to:
1. CITY specific geographical information
 2. FEMA and/or FHWA eligibility criteria
 3. FEMA Public Assistance (PA) Program and Policy Guide
 4. Incident/Disaster impact information
 5. Roles and responsibilities
 6. Safety policies and procedures
 7. Chain of Command
 8. Contact information

EXHIBIT A
STATEMENT OF WORK

- I. The CONTRACTOR shall replace any debris monitor at the discretion of the CITY, or Authorized Representative.

4.6. Project Manager

CONTRACTOR shall provide only one (1) onsite Project Manager that coordinates directly with the CITY, or Authorized Representative. CONTRACTOR Project Manager shall have a minimum of three years experience in disaster debris management. Replacing or releasing the CONTRACTOR'S Project Manager from the project shall be at the sole discretion of the CITY, or Authorized Representative.

Project Manager shall be responsible for, but not limited to:

- A. Available twenty-four (24) hours per day, 7 days a week, or as required by the CITY, or Authorized Representative
- B. Coordinating daily briefings, work progress, volumes of each debris category collected, staffing, and other key items with the CITY, or Authorized Representative, and debris removal contractor(s)
- C. Projected debris remaining
- D. Completion schedule
- E. Cost information
- F. Projected cost-to-complete
- G. Cost analysis (Cost per yard/ton, proportion administrative vs. field, etc.)
- H. Submit report detailing geographic areas where debris has been removed and the "pass" associated with work on a daily basis.
- I. Scheduling work with all team members and contractors on a daily basis.
- J. Hiring, scheduling, and managing field staff.
- K. Monitoring debris removal contractor operations and making/implementing recommendations to improve debris removal and monitoring efficiency to expedite recovery work.
- L. Assisting the CITY with responding to public concerns and comments.
- M. Certifying contractor hauling units for debris removal and final disposal using methodology and documentation practices as provided in current FEMA Public Assistance (PA) Program and Policy Guide.
- N. Debris collection and DMS(s) Site Hazard Analysis/Inspection Report issues and concerns
- O. Damage Claims Report and confirmation of CONTRACTOR'S progress in closing out claims
- P. Truck Certification

EXHIBIT A
STATEMENT OF WORK

- Q. Randomly spot check debris contractor trucks to verify truck measurements match truck placard and truck certification form. A report of random spot checks shall be provided to the CITY or Authorized Representative every evening.

4.7. Field Supervisor

The CONTRACTOR shall provide one (1) debris monitoring field supervisor for no more than seven (7) debris loading site debris monitors. CONTRACTOR'S field supervisor shall have a minimum of one year experience in disaster debris management.

The field supervisor(s) shall be responsible, but not limited to:

- A. Overseeing and supervising loading site and disposal site debris monitoring activities
- B. Scheduling debris monitoring resources and deployment timing
- C. Communicating and coordinating with CITY personnel
- D. Providing suggestions to improve the efficiency of collection and removal of debris
- E. Coordinating daily activities and future planning
- F. Remaining in contact with CITY, or Authorized Representative
- G. Identifying, addressing, and troubleshooting any questions or problems that could affect work area safety and eligibility
- H. Supervising the accurate measurement of load hauling compartments and accurately computing volume capacity in cubic yards (CY)
- I. Documenting and recording measurements and computations
- J. Documenting truck hauling compartment condition using digital photographs
- K. Preparing a master log book of all hauling equipment used by the CITY debris removal contractor
- L. Compiling, reconciling, and documenting daily, in an electronic spreadsheet format, all eligible debris hauled by the debris removal contractor(s)
- M. Truck Certification

Field Supervisor shall complete and submit Incident Command System (ICS) form 214 (Activity Log) to the CITY, or Authorized Representative, through the Project Manager, every evening that highlights activities for the day.

4.8. Debris Monitors

The CONTRACTOR shall provide trained debris monitoring personnel to oversee the loading of eligible debris at collection sites and verification of load capacity and documentation at designated debris management sites or final disposal sites.

EXHIBIT A
STATEMENT OF WORK

Debris monitors shall be responsible for reporting any damage to public and private property to their direct supervisor immediately.

Debris Monitors shall complete and submit Incident Command System (ICS) form 214 (Activity Log) to the CITY, or Authorized Representative, through their direct supervisor, every evening that highlight activities for the day.

4.9. Debris Loading Site Monitors

The CONTRACTOR shall provide debris loading site monitors to perform on-site, street-level debris monitoring at all contractor loading sites to verify debris eligibility based on the monitoring contract's requirements and initiate debris removal documentation using ADMS or supplemental paper load tickets with the approval by the CITY, or Authorized Representative.

Debris Loading Site Monitor services shall include, but are not limited to:

- A. Monitor collection activity of trucks
- B. Issue load tickets at loading site for each load
- C. Check work area for safety considerations such as downed power lines and children playing in area, and ensuring that traffic control needs are met and trucks and equipment are operated safely
- D. Notifying Field Supervisor immediately of unsafe work conditions
- E. Notifying Filed Supervisor immediately of ADMS malfunction
- F. Notifying Field Supervisor immediately of paper load ticket issues
- G. Ensuring that Freon-containing appliances are sorted and ready for Freon removal onsite or separating transport for Freon removal before final disposal
- H. Performing a pre-work inspection of areas to identify potential problems such as covered utility meters, transformers, fire hydrants, mailboxes, etc. to mitigate damage from loading equipment
- I. Documenting damage to utility components, driveways, road surfaces, private property, vehicles, etc., should it occur, with photographs (if possible, collect information about owner, circumstances of the damage [who, what, when, where] and report to field supervisor)
- J. Ensuring the work area is clear of debris to the specified level before equipment is moved to a new loading area
- K. Properly monitoring and recording performance and productivity of debris removal crew
- L. Remaining in regular contact with Field Supervisor
- M. Ensuring that loads are contained properly before leaving the loading area
- N. Ensuring that only eligible debris is collected for loading and hauling

EXHIBIT A
STATEMENT OF WORK

- O. Ensuring that only debris from approved public areas is loaded for removal
- P. Performing other duties from time to time as directed by the debris management project manager or designated debris management personnel

4.10. Clerical/Data Entry Supervisor

The CONTRACTOR shall provide a clerical/data entry supervisor to coordinate data entry and information management systems. Services include, but are not limited to:

- A. Supervising the preparation of detailed estimates and submitting them to the CITY, or Authorized Representative.
- B. Implementing and maintaining a disaster debris management system linking the load ticket and debris management site information, including reconciliation and photographic documentation processes
- C. Providing daily, weekly, or other periodic reports for the CITY, or Authorized Representative, noting work progress and efficiency, current/revised estimates, project completion, and other schedule forecasts/updates

Clerical/Data Entry Supervisor shall complete and submit Incident Command System (ICS) form 214 (Activity Log) to the CITY, or Authorized Representative, through the Project Manager, every evening that highlight activities for the day.

4.11. Clerical/Data Entry Clerk

The CONTRACTOR shall provide clerical staff/data entry clerk(s) as required to enter or verify load ticket information into the ADMS and to respond to specific directions from the data entry supervisor.

Clerical Staff/Data Entry Clerk shall complete and submit Incident Command System (ICS) form 214 (Activity Log) to the CITY, or Authorized Representative, through the Project Manager, every evening that highlight activities for the day.

4.12. GIS Technician

The CONTRACTOR shall provide GIS mapping services in support of data entry and documenting the debris removal contractors' progress in completing the project, location origin of hazardous trees, limbs and stumps, and document off-loading locations of debris by category within DMS(s), and other mapping and geocoding as may be requested by the CITY, or Authorized Representative.

GIS Technician shall complete and submit Incident Command System (ICS) form 214 (Activity Log) to the CITY, or Authorized Representative, through the Project Manager, every evening that highlight activities for the day.

EXHIBIT B
INSURANCE REQUIREMENTS

Certificate must state City of Lake City as Certificate Holder

- Commercial General Liability insurance to provide coverage of not less than \$1,000,000.00 combined single limit per occurrence and annual aggregates where generally applicable and must include premises operations, independent contractors, products/completed operations, broad form property damage, blanket contractual and personal injury endorsements.
- Business Vehicle/Umbrella Liability insurance with a minimum limit of \$200,000 per occurrence, and \$300,000 for all claims arising out of the same incident or occurrence, for property damage and personal injury. Notice, these limits may change according to Florida law and the protections afforded to the City pursuant to sovereign immunity for liability.
- Statutory Workers Compensation insurance as required by the State of Florida.

EXHIBIT C
PAYMENT SCHEDULE

The hourly labor rates shall include all applicable overhead and profit. All non-labor related project costs will be billed to the City at cost without mark-up. All Per Diem expenses shall be billed directly to the City at a rate not to exceed the GSA Per Diem Allowance for the project area. The rates listed below shall be straight time rates. All hours in excess of 40 hours per week shall be billed at 1.5 times the straight time rate.

DISASTER DEBRIS MONITORING SERVICES

Line Item	Description	Hourly Rate
1	Project Manager	\$85.00
2	Operations Manager	\$75.00
3	FEMA Coordinator	\$125.00
4	Scheduler/Expeditors	\$55.00
5	GIS Analysis	\$75.00
6	Computer Analysis	\$75.00
7	Field Supervisor	\$55.00
8	Debris Site/Tower Monitors	\$40.00
9	Environmental Specialist	\$95.00
10	Project Inspectors (Citizen Site Monitors)	\$40.00
11	Load Ticket Data Entry Clerks (QA/QC)	\$0.00
12	Billing/Invoice Analysts	\$55.00
13	Administrative Assistants	\$0.00
14	Field Coordinators (Crew Monitors)	\$40.00

EXHIBIT D
PAYMENT/INVOICES

PAYMENT/INVOICES:

Contractor shall submit invoices for payment due as provided herein with such documentation as required by City of Lake City and all payments shall be made in accordance with the requirements of Section 218.70 et. seq, Florida Statutes, "The Local Government Prompt Payment Act." Invoices shall be submitted to the address below unless instructed otherwise on the purchase order, or if no purchase order, by the ordering department:

Finance Department
Attn: Accounts Payable
City of Lake City
205 North Marion Avenue
Lake City, FL 32055

Each invoice shall include, at a minimum, the Contractor's name, contact information and the standard purchase order number. In order to expedite payment, it is recommended the Contractor also include the information shown in below. The City may dispute any payments invoiced by Contractor in accordance with Section 218.76, Florida Statutes and the provisions of this Agreement.

INVOICE INFORMATION:

Contractor Information Company name, mailing address, phone number, contact name and email address as provided on the PO

Remit To Billing address to which you are requesting payment be sent

Invoice Date Creation date of the invoice

Invoice Number Company tracking number

Shipping Address Address where goods and/or services were delivered

Ordering Department Name of ordering department, including name and phone number of contact person

PO Number Standard purchase order number

Ship Date Date the goods/services were sent/provided

Quantity Quantity of goods or services billed

Description Description of services or goods delivered

Unit Price Unit price for the quantity of goods/services delivered

Line Total Amount due by line item

Invoice Total Sum of all of the line totals for the invoice

EXHIBIT E
DISPUTE RESOLUTION IN MATTERS OF INVOICE PAYMENTS

Payment of invoices for work performed for City of Lake City (CITY) is made, by standard, in arrears in accordance with Section 218.70, et. seq., Florida Statutes (the Local Government Prompt Payment Act).

If a dispute should arise as a result of non-payment of a payment request or invoice the following Dispute Resolution process shall apply:

- A. City of Lake City shall notify a vendor in writing, within ten (10) days after receipt of an improper invoice, that the invoice is improper. The notice should indicate what steps the vendor should undertake to correct the invoice and resubmit a proper invoice to the City, which steps shall include initially contacting the requesting department to validate Contractor's invoice conforms with the terms and conditions of the agreement. Once the requesting department determines Contractor's invoice conforms with the terms and conditions of the agreement, the vendor should resubmit the invoice as a "Corrected Invoice" to the requesting department which will initiate the payment timeline.
 - 1) Requesting department for this purpose is defined as the City department for whom the work is performed.
 - 2) Proper invoice for this purpose is defined as an invoice submitted for work performed where such work meets the terms and conditions of the agreement to the satisfaction of the City of Lake City.
- B. Should a dispute result between the vendor and the City about payment of a payment request or an invoice then the vendor should submit their dissatisfaction in writing to the Requesting Department. Each Requesting Department shall assign a representative who shall act as a "Dispute Manager" to resolve the issue at departmental level.
- C. The Dispute Manager shall first initiate procedures to investigate the dispute and document the steps taken to resolve the issue in accordance with section 218.76 Florida Statutes. Such procedures shall be commenced no later than forty-five (45) days after the date on which the payment request or invoice was received by City of Lake City, and shall not extend beyond sixty (60) days after the date on which the payment request or invoice was received by City of Lake City.
- D. The Dispute Manager should investigate and ascertain whether the work, for which the payment request or invoice has been submitted, was performed to City of Lake City's satisfaction and duly accepted by the Proper Authority. Proper Authority for this purpose is defined as the City of Lake City representative who is designated as the approving authority for the work performed in the contractual document. The Dispute Manager shall perform the required investigation and arrive at a solution before or at the sixty (60) days' timeframe for resolution of the dispute, per section 218.76, Florida Statutes. The City Manager or his or her designee shall be the final arbiter in resolving the issue before it becomes a legal matter. The City Manager or his or her designee will issue their decision in writing.
- E. City of Lake City Dispute Resolution Procedures shall not be subject to Chapter 120 of the Florida Statutes. The procedures shall also, per section 218.76, Florida Statutes, not be intended as an administrative proceeding which would prohibit a court from ruling again on any action resulting from the dispute.
- F. Should the dispute be resolved in the City's favor interest charges begin to accrue fifteen (15) days after the final decision made by the City. Should the dispute be resolved in the vendor's favor the City shall pay interest as of the original date the payment was due.
- G. For any legal action to recover any fees due because of the application of Sections 218.70 et. seq., Florida Statutes, an award shall be made to the prevailing party to cover court costs and reasonable attorney fees, including those fees incurred as a result of an appeal if the reason for the dispute is because the non-prevailing party held back any payment without having a reasonable basis to dispute the prevailing party's claim to those amounts.

EXHIBIT F
PERFORMANCE BOND

PAGE INTENTIONALLY LEFT BLANK

(Not Applicable)